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Polk County Iowa
TIMOTHY J. BRIEN RECORDER
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RETURN TO:

Prepared By:
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Urbandale, IA 50322

When Recorded Return To:
Sheldahl & Associates, Inc.
PO Box 7747
Urbandale, IA 50322

RESTRICTIVE COVENANTS FOR
THE WESTWINDS, PLAT 6
AN OFFICIAL PLAT, ANKENY, IOWA

THIS DECLARATION, made this 20th day of August, 2002.

WHEREAS, Declarants are the Owners of certain real property known as The Westwinds, PLAT 6, located in the City of Ankeny, the County of Polk, in the State of Iowa, which is more particularly described as:

The Westwinds, PLAT 6, an Official Plat
now included in and forming a part of the
City of Ankeny, Iowa

WHEREAS, Declarants are desirous of protecting the value and desirability of the whole of The Westwinds, PLAT 6, including the real property described above.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above, namely all lots in The Westwinds, PLAT 6 inclusive, shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Easements: Easements are recorded on the plat for use by and for the public utilities to benefit all lots, no buildings or permanent structure shall be allowed on these easements. Building set-back lines, as shown on the plat of record, shall be strictly followed and public utility easements, as shown on the recorded plat, are hereby reserved for utility installation and maintenance and stormwater surface flowage. The Owner or occupant of a lot shall at their own expense keep and preserve that portion of the easement within their property in good landscape repair and condition.
2. Definitions: For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:
 - (a) THE WESTWINDS, PLAT 6 shall mean and refer to the real property located in the residential subdivision described above.

- (b) "DECLARANTS" shall mean and refer to the signatories hereto and its successors and assigns.
 - (c) "LOT" shall mean and refer to the signatories hereto and its successors and assigns.
 - (d) "BUILDING PLOT" shall mean and refer to one or more platted lots, or one platted lot and portion or portions of adjacent platted lots in the above described plat.
 - (e) "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot or building plot which is a part of the above described plat.
3. All lots in The Westwinds, PLAT 6, shall be known and described as residential lots, and shall not be improved, used or occupied for other than private residential purposes. No full-time business activity may be conducted on any lot, or in any building or structure constructed or maintained on any lot in The Westwinds, PLAT 6, except model homes during the construction period.
4. Building Types: No building or structure shall be constructed, altered, or maintained on any building plot other than a single family residence with a minimum of a two car attached garage.
5. Building Area: No dwelling shall be constructed or permitted to remain upon any plot in this subdivision unless it meets with following floor area requirements:
- a. One story dwellings must have an above grade finished floor area of not less than 1500 square feet.
 - b. One and one-half story dwellings must have an above grade finished floor area of not less than 2100 square feet.
 - c. Two story dwellings must have an above grade finished floor area of not less than 2100 square feet.
 - d. Split foyer dwellings must have not less than 2100 square feet of total finished floor area which may include lower level.
 - e. Split level dwellings must have an above grade finished floor area of not less than 2000 square feet.
 - f. In the computation of floor area, the same shall not include any porches, breezeways, attached garages, or basements.
6. Design and Construction.
- a. All dwellings and outbuildings must have a roof pitch of 5/12 or greater
 - b. No trailer, mobile home, basement, tent, shack, garage, barn or other out building erected or placed in or on the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure shall be moved onto any building plot for a permanent or temporary residence.

- c. Regarding factory manufactured, prefabricated, or modular housing. The aforementioned housing shall not be permitted unless it conforms with paragraph 5 and has a roof pitch of 5/12 or greater, includes a minimum of two dormers, a minimum of eight foot sidewalls per story, a minimum of 12 inch soffit and a full basement.
 - d. No building shall be erected on any lot nearer than the building setback lines as shown on the recorded plat, unless approved by the City of Ankeny.
 - e. No building or structure shall be constructed, altered or maintained on any lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street. All driveways shall be constructed of concrete.
 - f. Not more than thirty inches (30") of concrete block or poured concrete foundation shall be exposed on any building, excepting the rear of walkout type residences, and any such exposed materials shall be painted or covered with brick or stone veneer.
 - g. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence. Trash receptacles may be placed curbside on collection day only.
 - h. All building structures or improvements of any kind must be completed within 12 months of the commencement date of the construction.
7. Recreational Equipment: No recreational vehicle or boat shall be parked so that such vehicle or boat is visible from the street for a period of time longer than 30 days.
 8. Utilities: All utility connection facilities and services shall be underground. No individual water supply system or individual sewage disposal system shall be permitted on any building plot.
 9. Antennas, towers or satellite dishes exceeding 18 inches in diameter shall not be erected forward of the front building setback line.
 10. Signage: No signs of any kind shall be displayed to the public view on any lot except by a sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision is subdivision marketing signage as erected by the parties to these covenants which is specifically allowed.
 11. Automotive Repair Prohibited: No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot, block or driveway in said subdivision.
 12. Nuisances: No noxious or offensive activity or odors shall be permitted on or to escape from any building plat, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.
 13. Landscaping and Sight Lines: Following construction of the residential dwelling on any lot, the front yard, side yard and rear yard shall be fully

sodded or seeded. All lot owners must plant and maintain, at least, two (2) trees between the curb and the sidewalk.

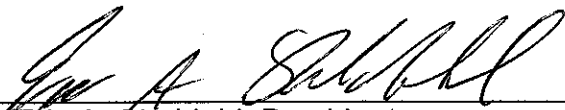
14. Fences: No fences exceeding thirty inches (30") in height may be built forward of the center line of the house built on a building plat or lot.
15. Enforcement: If any party shall violate or attempt to violate any covenants, conditions, or restrictions contained herein, it shall be lawful for the Declarants or any other owners protected as provided herein to prosecute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions, and to either prevent him or them from so doing or recover damages for such violations.
16. Seed, Sod, and Weed Control: All lots must be sodded or seeded. The owner or persons in possession of each lot, whether vacant or improved, shall keep the same free of weeds and debris and mowed.
17. Modification of Restrictions: These covenants shall run with the land and be binding on all persons claiming under them until April 5, 2022 unless it is agreed by seventy-five percent (75%) of owners of said lots (governed by one vote per lot), in writing, to amend said covenants in whole or in part. Any amendments adopted shall be effective upon filing same in the office of the Polk County Recorder. Upon completion of the initial term of these covenants, they shall automatically extend for successive periods of ten years, subject to any amendments that may have been adopted as set forth herein.

Notwithstanding any other provision of these Restrictive Covenants, Sheldahl & Associates, Inc., shall be deemed to have the exclusive right to amend these Restrictive Covenants until Sheldahl & Associates, Inc., no longer has an ownership interest in any lots in The Westwinds, PLAT 6.

18. Severability: Invalidation of any of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions, or restrictions contained herein, which shall remain in full force and effect.

The following restrictive covenants are hereby imposed and signed at Des Moines, Polk County, Iowa, on this 23 day of August, 2002.

Sheldahl & Associates, Inc.

By: 
Eric A. Sheldahl, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 23 day of Aug, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric A. Sheldahl, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Sonny Greene

Notary Public in and for the State of Iowa